

**THE BERINGER BROS. CMA FEST 2023 SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING. NO ALCOHOLIC BEVERAGES ARE INCLUDED IN ANY PRIZE.

OPEN ONLY TO ELIGIBLE LEGAL U.S. RESIDENTS OF THE 48 CONTIGUOUS UNITED STATES (EXCLUDING UTAH) AND THE DISTRICT OF COLUMBIA WHO ARE 21 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY.

VOID IN ALASKA, HAWAII, UTAH, PUERTO RICO, ALL OTHER UNITED STATES TERRITORIES AND POSSESSIONS, AND WHERE PROHIBITED OR RESTRICTED BY LAW.

The Beringer Bros. CMA Fest 2023 Sweepstakes (the "Sweepstakes") is sponsored by Treasury Wine Estates Americas Company ("Sponsor"), 555 Gateway Drive, Napa, CA 94558 and is administered by US Sweepstakes & Fulfillment Company ("Administrator"), 625 Panorama Trail, Suite 2100, Rochester, NY 14625.

- 1. SWEEPSTAKES PERIODS:** The Sweepstakes begins at 12:00:00 AM Pacific Time ("PT") on Wednesday, March 1, 2023 and ends at 11:59:59 PM PT on Sunday, April 30, 2023 (the "Sweepstakes Period"). Within the Sweepstakes Period, there are two Entry Periods (each, an "Entry Period") and two Random Drawings (each, a "Drawing") as defined in the "Entry Periods & Drawings Schedule" below. Entries must be received during an Entry Period to be eligible for that Entry Period's drawing and prizes. Non-winning entries for an Entry Period will roll over to subsequent Entry Periods. Sponsor's computer is the official timekeeping device for this Sweepstakes.

ENTRY PERIOD & DRAWINGS SCHEDULE				
Entry Period #	ENTRY PERIODS All eligible entries must be received between:		Drawing Date: On or about:	# of Prizes
	Entry Period Start: 12:00:00 AM PT on:	Entry Period End: 11:59:59 PM PT on:		
1	3/1/23	3/31/23	4/4/23	Eight First Prizes are available to be won.
2	3/1/23	4/30/23	5/1/23	One Grand Prize and eight First Prizes available to be won.

2. **HOW TO ENTER:** There are two (2) ways to enter:
- Facebook Ad Entry.** Individuals who find an advertisement for the Sweepstakes on Facebook or Instagram may click on the ad to expand and then complete the entry form in its entirety to receive one entry into the Sweepstakes (the “Facebook Ad Entry”). This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook or Meta Platforms, Inc. There is a limit of one Facebook Ad Entry per person.
 - Online Entry.** Visit www.beringerbros.com/cmafest2023 (the “Sweepstakes Website”) and follow all entry instructions to complete the required fields within the entry form and submit to receive one entry into the Sweepstakes (the “Online Entry”). There is a limit of one Online Entry per person per day. Before submitting the entry form, Entrants will have the opportunity to earn additional entries (each, a “Bonus Entry”) by answering one or more of the five bonus entry questions (each, a “Bonus Entry Question”). Entrants will earn one Bonus Entry for each Bonus Entry Question answered and successfully submitted. There is a limit of one Bonus Entry per Bonus Entry Question per person. Maximum of five Bonus Entries per person.

Facebook Ad Entry, Online Entry, and Bonus Entry are collectively referred to herein as “Entry” or “Entries”. All methods of entry have an equal chance of winning.

3. **ELIGIBILITY:** The Sweepstakes is open to legal residents of the 48 contiguous United States (excluding Utah) and the District of Columbia, who are age 21 or older at the time of Entry. Void in Alaska, Hawaii, Utah, Puerto Rico, Guam, the U.S. Virgin Islands, all other US Territories and Possessions, and wherever else prohibited by law. Employees, shareholders, directors, officers, members, successors and agents of the Sponsor, US Sweepstakes & Fulfillment Company (the “Sweepstakes Administrator”), Country Music Association, Inc. (the “CMA” and collectively with Sponsor and Sweepstakes Administrator, “Sweepstakes Entities”), along with licensed alcohol wholesalers, manufacturers, distributors and retailers, their employees and immediate family members (e.g. spouse, parent, sibling, child and their respective spouses and the “steps” of each, all lineal descendants, including those by adoption, regardless of where they reside) and their

parent and affiliate companies, respective subsidiaries, affiliates, advertising and promotion agencies, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

Participation constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions and interpretations, which are final and binding in all matters related to the Sweepstakes. Winning a Prize is contingent upon fulfilling all requirements set forth herein. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. For purposes of the Sweepstakes, an Entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical addresses or e-mail addresses after entry.

4. PRIZES AND ODDS OF WINNING:

Grand Prize: One Grand Prize winner will receive a trip package for two people (Grand Prize winner and one guest (the "Guest"), to attend the 2023 CMA Fest ("Event"). Trip package includes:

- a. Round-trip, coach-class air-transportation for Grand Prize winner and Guest to Nashville, Tennessee from a major airport within the 48 contiguous US states nearest the winner's residence as determined by the CMA;
- b. Three days and two nights hotel accommodations at a hotel of Sponsor's choice, based on single room/double occupancy;
- c. Two Premium Passes to the 2023 CMA Fest;
- d. Ground transportation to/from destination airport and hotel; and
- e. Ground transportation to/from hotel and 2023 CMA Fest event.

The approximate retail value ("ARV") of the Grand Prize is: \$3,500 USD. The ARV may vary based upon dates of travel and point of departure.

First Prizes: There are (16) First Prizes available to be won. Each First Prize winner will receive one CMA Swag Bag. The ARV of each First Prize is \$150 USD.

The total ARV of all prizes available to be won: \$5,900 USD. No alcoholic beverages are included in any prize. Any difference between the stated value and actual value of Prizes will not be awarded. There is a limit of one First Prize per person. It is possible for a First Prize winner to also win the Grand Prize. Odds of winning will depend upon the total number of eligible entries received per Entry Period. Prizes are not redeemable for cash, assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. If Grand Prize winner elects to travel or partake in the Grand Prize with no Guest, no additional compensation will be awarded.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that the Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any).

Winners are responsible for all federal, state, local and income taxes associated with winning any Prize(s).

Travel/Accommodation/Event Exclusions and Conditions: Exact travel dates are to be determined by the Sponsor, in its sole discretion. Trip must be taken on dates specified by the Sponsor or Grand Prize will be forfeited in its entirety. Dates are subject to change in the Sponsor's sole discretion. Guest must be legal U.S. resident, 21 years or older and must complete and return a Travel Companion Liability & Publicity Release prior to travel as noted below. Grand Prize Winner and Guest must agree to abide by all air carrier, hotel, venue, transportation, and any other Prize-related activity rules and regulations in effect, which may include providing proof that Grand Prize winner and Guest have been fully vaccinated against COVID-19. Failure to do so may result in forfeiture of Prize and no other substitution or compensation will be provided in lieu thereof.

Travel arrangements must be made through an agent of the CMA and on an airline carrier of CMA's choice, if applicable. In the event the Grand Prize winner's residence is close enough to Nashville, Tennessee such that air transportation is deemed by Sponsor and the CMA in their sole discretion to be unnecessary, the Grand Prize will not include air transportation from such Grand Prize winner's residence and no other substitution or compensation will be provided in lieu thereof.

If weather or other incident or conditions beyond the control of the Sponsor affects the ability for Grand Prize winner and Guest to redeem any portion of the Grand Prize during the scheduled date and time, then the Sponsor and CMA shall have no further obligation to the Grand Prize winner and/or Guest other than to supply the remaining elements of the Grand Prize package minus the unused portion of the Grand Prize. Sponsor and CMA shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Sponsor and CMA is not liable for expenses incurred as a consequence of flight cancellation/delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by airline carrier as detailed in the passenger ticket contract. The passenger contracts in use by the airline or other transportation companies shall constitute the sole contracts with respect to the Grand Prize winner's and Guest's transportation and such contracts shall be solely between the Grand Prize winner, Guest and such transportation companies. Trip components issued in connection with the Grand Prize may not be eligible for frequent flyer miles, other rewards programs or upgrades. If for any reason whatsoever, Grand Prize winner and/or Guest are unable to travel after all travel arrangements have been made and paid, the Sponsor and CMA shall have no further obligation to the Grand Prize winner.

All travel related expenses, including but not limited to, ground transportation to and from Winner's residence, taxes, gratuities, incidentals, upgrades, insurance, service charges, airport surcharges, departure taxes, hotel, resort or property fees, luggage fees, food & beverage and personal expenses are the sole responsibility of Grand Prize winner and/or Guest. Any person that participates in the Grand Prize trip that is not deemed to be the Guest must pay his/her

own expenses. Photo identification and credit card or cash deposit may be required at any time for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the Grand Prize). Incidental charges are the sole responsibility of the Grand Prize winner and/or Guest. Grand Prize winner and Guest must travel on same itinerary. Grand Prize Winner and Guest are responsible for obtaining the required travel documentation (e.g., valid photo ID and/or passport) prior to travel. Travel and accommodations are subject to availability. Blackout dates, advance booking requirements and travel restrictions may apply. Availability may be subject to factors such as weather, seasonality and space availability.

The Grand Prize winner and Guest are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsor and CMA have not and will not obtain or provide travel insurance or any other form of insurance.

The Sponsor and the CMA are not liable for any loss or penalties incurred if the Event is sold, ceases to exist, or becomes inoperative; if the Event is delayed, postponed, cancelled or changed for any reason; for acts of nature; or for amenities, services and/or facilities not being available due to renovations, strikes, bankruptcy, public health pandemic and/or acts of god or nature. Event passes are issued subject to terms and conditions of the issuing company. In the case of Event cancellation, mechanical difficulties, acts of God, equipment unavailability, celebrity illness or the like, Sponsor reserves the right to work with the CMA to make a reasonable substitution. If substitution is not possible, Sponsor and/or the CMA reserve the right to cancel on short notice. If the Event is delayed, postponed, cancelled or changed by Sponsor, the CMA, a third party, or for any reason, Grand Prize winner will be notified as soon as possible. If it is not possible to substitute with an alternative date, Sponsor and/or CMA may cancel or provide a reasonable substitute of equivalent or greater value. Notwithstanding anything to the contrary in these Official Rules or otherwise, Sponsor and CMA will not offer cash substitution or refunds or be liable in any way for expenses that you incur related to the Event or prize component that has been cancelled, except in their sole and absolute discretion. Grand Prize winner and Guest acknowledges that the terms and conditions printed on and otherwise applicable to ticketholders for the Event or persons present at the venue in question govern their presence at the Event/venue.

In the event Grand Prize winner and/or Guest engages in behavior that, as determined by the Sponsor and/or CMA in their sole discretion, is obnoxious or threatening, illegal, that is intended to annoy, abuse, threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsor, CMA or any of their services, products, trademarks, service marks, or logos, Sponsor reserves the right to terminate the trip early, in whole or in part, and send the Grand Prize winner and/or the Guest home with no further obligation or compensation whatsoever to Grand Prize winner and Guest. In the event the Grand Prize winner and/or Guest engages in behavior during travel that (as determined by Sponsor and/or CMA in their sole discretion) is illegal, tortious, or subjects winner to arrest or detention, Sponsor and CMA shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by winner as a result of such conduct. **SPONSOR AND CMA SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM**

OR ARISING OUT OF ANY TRAVEL RELATED TO THE GRAND PRIZE OR ANY OTHER ASPECT OF GRAND PRIZE WINNER'S AND GUEST'S ACCEPTANCE OR USE OF THE PRIZE.

- 5. SELECTION OF WINNERS:** Random drawings will be conducted by the Sweepstakes Administrator, an independent representative of the Sponsor, whose decisions are final. The potential winners will be selected in a series of random drawings from among all eligible Entries received within the corresponding Entry Period on or about the corresponding Random Drawing Date indicated in Section 1 of these Official Rules. A winner is deemed to be a potential winner, pending verification of the Entrant's eligibility and compliance with these Official Rules, as determined by Sponsor or Administrator, in their sole and absolute discretion. The Prize is not redeemable for cash and may not be transferred or substituted.

If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

6. VERIFICATION OF WINNERS:

Grand Prize Winner: The potential Grand Prize winner will be notified via email and/or phone and will be required to sign and return, within three days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the Grand Prize winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Guest will also be required to sign a Travel Companion Liability & Publicity Release. Noncompliance will result in disqualification and an alternate winner may be selected.

First Prize Winners: The potential First Prize winners will be notified via email and/or phone and will be required to confirm his/her mailing address within two days of notification. Noncompliance will result in disqualification and an alternate winner may be selected.

If a prize notification or prize is returned as undeliverable, or if a winner is found to be ineligible or not in compliance with these Official Rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing.

- 7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, Entrants agree that the Sponsor, Sweepstakes Administrator, Country Music Association, Inc., the owner and management of any venue in which any ticketed event that is included in the prizing takes place, Meta Platforms, Inc., and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, fulfillment and marketing agencies, website providers and each their respective officers, directors, shareholders, stockholders, employees, members, successors, representatives, designees, agents and assigns ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications, electronic messages, or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic, or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, programming, printing, typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error,

omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction, or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to Entrant or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting the Prize; or (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Sweepstakes, each Entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iii) to forever and irrevocably release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes -related activity or element thereof, and the Entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, theft, delay, destruction, negligence or willful misconduct in connection with the the Prize (or any component thereof); (d) any change in the Prize (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; or (g) the negligence or willful misconduct by Entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify, or suspend the Sweepstakes and/or proceed with the Sweepstakes including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more Prizes be awarded than are stated in these Official Rules. If for any reason, including but not limited to an administrative, printing, production, computer, typographical, mechanical, or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, more winners stated on any Sweepstakes related materials, or more Prizes are claimed than are intended to be awarded according to these Official Rules, the intended Prizes will be awarded in a random drawing from among all verified Prize claims received.

Without limiting the foregoing, everything regarding this Sweepstakes, including the Prize, is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

8. **DISPUTES:** Any dispute, claim or controversy arising out of or relating to this promotion, shall be resolved by arbitration in San Francisco, CA before one arbitrator. The arbitration shall be administered by JAMS pursuant to its comprehensive arbitration rules ("JAMS rules"). The JAMS

rules for selection of an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in California. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential or incidental damages or have damages multiplied or otherwise increased, including attorneys' fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief. Entrants agree that the rights and obligations of any Entrant and/or promotion entities and/or any other party shall be resolved individually, without resort to any form of class action. Any demand for arbitration must be filed within one year of the time the cause of action occurred, or the cause of action shall be forever barred.

- 9. PRIVACY POLICY:** Any personally identifiable information collected during a Entrant's participation in the Promotion will be collected by Sponsor or its agent and used by Sponsor, its affiliates, agents, and marketers for the sole purposes of the proper administration and fulfillment of the Sweepstakes as described in these Terms and Conditions, in accordance with Sponsor's Privacy Policy as stated at: <https://www.tweglobal.com/privacy>.
- 10. PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting the Prize, each Entrant agrees to allow the Sponsor and/or the Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, photos, picture, portrait, likeness, voice, and/or statements regarding the Sweepstakes and/or Sponsor for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including, but not limited to, live television, worldwide, on the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
- 11. GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any Entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. If it is discovered that a Entrant has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that Entrant's entries will be declared null and void and that Entrant will not be awarded any Prize that he/she might have been otherwise entitled to receive. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the Entrant utilizing the same. Entrant and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address or social media handle, as applicable, submitted with such entry. "Authorized account holder" is defined as the natural person who is (1) assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address or (2) assigned to an account by a social media platform. Each Entrant may be required to show proof of being an authorized account holder. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A

VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. No Entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

12. **OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see www.beringerbros.com/cmafest2023 or send a self-addressed, stamped envelope by May 1, 2023, to: **The Beringer Bros. CMA Fest 2023 Sweepstakes Official Rules Request**, PO Box 654, Social Circle, GA 30025-654.

13. **WINNER(S) LIST:** For a written confirmation of the winners (available after May 1, 2023) send a stamped, self-addressed envelope (no later June 1, 2023) to: **The Beringer Bros. CMA Fest 2023 Sweepstakes Winner Confirmation Request**, PO Box 654, Social Circle, GA 30025-654.

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